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Modified:

REQUEST FOR PROPOSALS

SALARY SURVEY DATABASE SERVICES

RFP 6-090930

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LIST OF ACRONYMS

MHTC	Missouri Highways and Transportation Commission
MoDOT	Missouri Department of Transportation
RFP	Request for Proposals

INTRODUCTION

This Request For Proposals (**RFP**) seeks proposals from qualified organizations (**Offeror**) to furnish the described services to the Missouri Highways and Transportation Commission (**MHTC**). One (1) original and five (5) copies of each proposal must be mailed in a sealed envelope to Ms. Leann Kottwitz, General Services Procurement, Missouri Department of Transportation, Post Office Box 270, Jefferson City, Missouri 65102, or hand-delivered in a sealed envelope to the Ms. Leann Kottwitz, General Services Office in the Highway and Transportation Building at 830 MoDOT Drive, Jefferson City, Missouri 65109. Proposals must be returned to the offices of General Services Procurement no later than 2:00 p.m., September 30, 2009.

MHTC reserves the right to reject any and all bids for any reason whatsoever. Time is of the essence for responding to the RFP within the submission deadlines.

PROPOSAL

- (1) The Offeror shall provide a fee proposal to MHTC on the **PRICE PAGE** in accordance with the terms of this RFP.
- (2) The Offeror agrees to provide the services at the fees quoted, under the terms of this RFP.

Authorized Signature of Offeror: _____

Date of Proposal: _____

Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Electronic Mail Address: _____

**SECTION (1):
GENERAL DESCRIPTION AND BACKGROUND**

- (A) **Request for Proposal:** This document constitutes a RFP from qualified organizations to provide Salary Survey Database Services to MHTC and the Missouri Department of Transportation (**MoDOT**).

(B) **Background:**

The Commission has over 6,000 employees engaged in the various areas related to the construction and maintenance of the state highway system. These employees work out of ten districts across the state and a Central Office in Jefferson City, Missouri. An organizational chart is attached to show the department's structure and to identify the divisions and offices found at the Central Office location.

The Human Resources Division is located at the Central Office and provides statewide assistance for the department, including administration and oversight of the compensation and classification programs.

The department has over 600 job classifications. The Human Resources Division has been able to benchmark approximately 50 percent of its job titles by using a variety of salary survey sources. To date, the Human Resources Division has manually collected and compiled salary survey data through Excel spreadsheets and a way to streamline, standardize, and improve this process is sought. The department currently collects salary information from: ERI, Watson Wyatt, Compdata, AASHTO (association of state transportation departments), State of Missouri UCP System, Missouri Department of Conservation and the Springfield Area Chamber of Commerce (referred to in the Scope and Specific Requirements sections as the department's "current sources").

- (C) **Fiscal Year:** The fiscal year runs from July 1-June 30.
- (D) **Contract Period:** The contract period shall be November 1, 2010 through October 31, 2012.
- (E) **Renewals/Extensions:** In the event that the Board executes its option to renew the contract for three (3) additional one year periods pursuant to the applicable provisions in Part Three of this document, the offeror should provide below the maximum percentage of increase or minimum percentages of decrease for each renewal period. The offeror is cautioned that the percentages shall be computed against the **First Year** contract price for each renewal period. If the following blanks are not complete, prices during renewal periods shall be the same during the original contract period. Furthermore, the offeror is

advised that the Board does not automatically grant increases at the time of renewing the contract and that if an increase is requested, documentation of need must be provided at the time of renewal.

- (F) **Clarification of Requirements:** Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to Leann Kottwitz, Missouri Department of Transportation, P. O. Box 270, Jefferson City, Missouri, 65102, (573) 751-3685 (phone) or Leann.Kottwitz@modot.mo.gov (Email.) All written questions must be addressed to Leann Kottwitz no later than **10:00 a.m., Local Time, September 14, 2009**. Once all the questions are gathered, MoDOT will issue an addendum and post the responses to all questions on-line for vendors to retrieve. Responses to the questions will be posted on MoDOT's website at: http://www.modot.mo.gov/business/contractor_resources/gs_bidding/Cocommodities.htm in the form of a written addendum. **It is anticipated this addendum will be issued on September 21, 2009.** It is the sole responsibility for all Offerors to check the website for any and all addendums throughout the procurement process.

- (G) **RFP Schedule Of Events:** The following RFP Schedule of Events represents MoDOT's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 7:00 am and 4:00 pm, Local Time.

MoDOT reserves the right at its sole discretion to expand this schedule, as it deems necessary, without any notification except for the deadline date for submitting a bid.

Event	Date	Time
MoDOT Issues RFP	September 1, 2009	2:00 p.m.
Deadline for Written Comments	September 14, 2009	10:00 a.m.
Deadline for MoDOT Issuing Responses to Written Comments	September 21, 2009	2:00 p.m.
Deadline for Submitting a Proposal	September 30, 2009	2:00 p.m.
Recommendation of Award	October 14, 2009	2:00 p.m.
Contract Effective Date	November 1, 2010	2:00 p.m.

**SECTION (2):
SCOPE OF WORK**

- (A) **Services:** The Offeror shall provide the following professional services:
- (1) Collection of agreed upon salary survey data from MoDOT's current sources to include hard copy and electronic salary survey data.
 - (2) Compilation of agreed upon salary survey data from MoDOT's current sources and production of commonly utilized statistical data to be used in the compensation planning process.
 - (3) Collection of agreed upon MoDOT employee data and integration of this data with compiled salary survey data from MoDOT's current sources to produce commonly utilized statistical data to be used in the compensation planning process.
 - (4) Update salary survey database at least annually to ensure data from MoDOT's current sources remains current.
 - (5) Ability to generate standardized and ad-hoc reports from compiled survey and MoDOT employee data.
 - (6) Provide maintenance of salary survey database and ensure security of data and access to data on-line.
 - (7) Provide consultation, training, and follow-up or troubleshooting services.
- (B) **Specific Requirements:** The Offeror will provide to the General Services Unit one (1) original and five (5) copies of a program proposal which will include the following:
- (1) Offeror will collect agreed upon salary survey data from MoDOT's current sources to include hard copy and electronic (e.g., Excel spreadsheets, CDs, on-line) salary survey data.
 - (2) Offeror will compile agreed upon salary survey data from MoDOT's current sources and produce commonly utilized statistical data (e.g., medians, means, standard deviations, percentiles, ranges, high and low values, etc.) for both compensation and total cash compensation to be used in the compensation planning process.
 - (3) Offeror will collect agreed upon MoDOT employee data (e.g., names, job titles, salaries, salary grades, etc.) and integrate this data with compiled salary survey data from MoDOT's current sources to produce commonly utilized statistical data

(e.g. compa-ratios, differentials, etc.) to be used in the compensation planning process.

- (4) Offeror will update the salary survey database at least annually to ensure data remains current. Offeror will accept salary data from MoDOT's current sources in hard copy, electronic, CD, and on-line forms, and will enter or convert this data to their provided application. Offeror will ensure the salary survey database has the capability to store job matches to facilitate the refreshing of data on a regular basis.
- (5) Offeror will provide the ability to generate standardized and ad-hoc reports from compiled survey and MoDOT employee data. Reporting capabilities are to be integrated as part of the provided application.
- (6) Offeror will provide maintenance of salary survey database, to include updating the application software, as necessary, as well as ensuring the application is compatible with department hardware.
- (7) Offeror will ensure security of data to include access limited to users identified by MoDOT and controlled by password and username entry.
- (8) Offeror will provide access to data on-line, to include an application compatible with standard Internet interface software (e.g., Internet Explorer).
- (9) Offeror will provide consultation, follow-up and troubleshooting services.
- (10) Offeror will provide training services during initial implementation, system upgrades or changes, and upon request. At the department's discretion, training may include on-site visits, phone consultation, on-line guidance or print media.

(C) Administration of Program: The Offeror will consult MHTC's representative regarding any problems involved with the administration of the services provided pursuant to this RFP.

SECTION (3): AGREEMENT REQUIREMENTS

This RFP shall be governed by the following contract provisions. The award of this RFP is subject to a post-award contract. These same contract provisions will appear in the post-award contract. If the parties are unable to agree to terms in the post-award contract, MHTC shall reserve the right to cancel the award of the RFP and contract and select a different offeror.

- (A) **MHTC's Representative:** MoDOT's Human Resource Director is designated as MHTC's representative for the purpose of administering the provisions of the Agreement as defined in Paragraph (E) of this section. MHTC's representative may designate by written notice other persons having the authority to act on behalf of MHTC in furtherance of the performance of the Agreement. The Offeror shall fully coordinate its activities for MHTC with those of the Human Resources. As the work of the Offeror progresses, advice and information on matters covered by the Agreement shall be made available by the Offeror to the Human Resource Division throughout the effective period of the Agreement.
- (B) **Release to Public:** No material or reports prepared by the Offeror shall be released to the public without the prior consent of MHTC's representative.
- (C) **Assignment:** The Offeror shall not assign or delegate any interest, and shall not transfer any interest in the services to be provided (whether by assignment, delegation, or novation) without the prior written consent of MHTC's representative.
- (D) **Status as Independent Contractor:** The Offeror represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of MHTC or MoDOT. Therefore, the Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.
- (E) **Components of Agreement:** The Agreement between MHTC and the Offeror shall consist of: the RFP and any written amendments thereto, the Standard Solicitation Provisions and General Terms and Conditions that are attached to this RFP, the proposal submitted by the Offeror in the response to the RFP and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's proposal. The Offeror is cautioned that its proposal shall be subject to acceptance by MHTC without further clarification.

- (F) **Amendments:** Any change in the Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the Offeror and MHTC.
- (G) **DBE/WBE Participation Encouraged:**
1. Bidders are encouraged to submit copies of existing affirmative action programs, if any. Bidders are also encouraged to directly hire minorities and women as direct employees of the bidder. MHTC reserves the right to consider the use of minority and female employee when making the award of the Agreement.
 2. Regardless of which persons or firms, if any, that the Offeror may use as subcontractors, subofferors, or suppliers of goods or services for the services to be provided, the Offeror ultimately remains responsible and liable to MHTC for the complete, accurate and professional quality/performance of these services.
- (H) **Nondiscrimination:** The Offeror shall comply with all state and federal statutes applicable to the Offeror relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- (I) **Executive Order:** The Offeror shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
1. By signing this Agreement, the Offeror hereby certifies that any employee of the Offeror assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.
 2. In the event the Offeror fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the Offeror has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- (J) **Incorporation of Provisions:** The Offeror shall include the provisions of Section (3), paragraph I of this Agreement in every subcontract. The Offeror shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(K) **Prohibition of Employment Of Unauthorized Aliens:** The Offeror must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

1. submitting a completed, notarized copy of EXHIBIT B, AFFIDAVIT OF WORK AUTHORIZATION and
2. providing documentation affirming the Offeror's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

(L) **Bankruptcy:** Upon filing for any bankruptcy or insolvency proceeding by or against the Offeror, whether voluntarily, or upon the appointment of a receiver, Offeror, or assignee, for the benefit of creditors, MHTC reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Offeror responsible for damages.

(M) **Law of Missouri to Govern:** The Agreement shall be construed according to the laws of the state of Missouri. The Offeror shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.

(N) **Cancellation:** MHTC may cancel the Agreement at any time by providing the Offeror with written notice of cancellation. Should MHTC exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Offeror.

(O) **Venue:** No action may be brought by either party concerning any matter, thing or dispute arising out of or relating to the terms, performance, nonperformance or otherwise of the Agreement except in the Circuit Court of Cole County, Missouri. The parties agree that the Agreement is entered into at Jefferson City, Missouri, and substantial elements of its performance will take place at or be delivered to Jefferson City, Missouri, by reason of which the Offeror consents to venue of any action against it in Cole County, Missouri.

(P) **Ownership of Reports:** All documents, reports, exhibits, etc. produced by the Offeror at the direction of MHTC's representative and information supplied by MHTC's representative shall remain the property of MHTC.

- (Q) **Confidentiality:** The Offeror shall not disclose to third parties confidential factual matters provided by MHTC's representative except as may be required by statute, ordinance, or order of court, or as authorized by MHTC's representative. The Offeror shall notify MHTC immediately of any request for such information.
- (R) **Nonsolicitation:** The Offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Offeror, to solicit or secure the Agreement, and that it has not paid or agreed to pay any percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, MHTC shall have the right to annul the Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- (S) **Conflict of Interest:** The Offeror covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under this Agreement. The Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this Agreement.
- (T) **Maintain Papers:** The Offeror must maintain all working papers and records relating to the Agreement. These records must be made available at all reasonable times at no charge to MHTC and/or the Missouri State Auditor during the term of the Agreement and any extension thereof, and for three (3) years from the date of final payment made under the Agreement.
1. MHTC's representative shall have the right to reproduce and/or use any products derived from the Offeror's work without payment of any royalties, fees, etc.
 2. MHTC's representative shall at all times have the right to audit any and all records pertaining to the services.
- (U) **Indemnification:** The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

**SECTION (4):
PROPOSAL SUBMISSION INFORMATION**

(A) SUBMISSION OF PROPOSALS

1. **Pricing and Signature:** Proposals should be priced, signed and returned (with necessary attachments) to Ms. Leann Kottwitz as provided in this RFP. Specifically, any form containing a signature line in this RFP and any amendments, pricing pages, etc., must be manually signed and returned as part of the proposal.
2. **Submission of All Data Required:** The Offeror must respond to this RFP by submitting all data required in paragraph (B) below for its proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration.
3. **Public Inspection:** The Offeror is hereby advised that all proposals and the information contained in or related thereto shall be open to public inspection and that MHTC does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by individual person(s) or organization. Therefore, the Offeror must submit its proposal based on such conditions without reservations.

(B) REQUIRED ELEMENTS OF PROPOSAL

1. **Experience.** The proposal must clearly identify the Offeror's experience in offering the services requested in this RFP during the past three (3) years. The description should include a list of the agencies which your institution has served or currently serves.
2. **Personnel.** Please indicate the name, location, telephone number, fax number and email address of the primary contact person for the Offeror. Information presented in this section should highlight the previous Offeror experience, as well as any work with other state agencies or local governments in Missouri. Offeror must furnish a complete listing of each subOfferor, if any, and complete contact information for that subOfferor.
3. **References.** Proposals should indicate the name, title and telephone number of at least three officials of clients within the past three years.

(C) EVALUATION CRITERIA AND PROCESS

1. **Evaluation Factors:** Any agreement for services resulting from this RFP shall be awarded to the Offeror providing the best proposal to MHTC. After determining

responsiveness, proposals will be evaluated in accordance with the following criteria:

- | | | |
|----|--|-----------------|
| A. | Experience, Expertise and Reliability; | 30 pts. maximum |
| B. | Proposed Method of Performance; | 30 pts. maximum |
| C. | Cost, Fees and Expenses. | 40 pts. maximum |

(1) Experience, Expertise and Reliability: Experience, expertise and reliability of the Offeror's organization is considered in the evaluation process. Therefore, the Offeror is advised to submit any information that documents successful and reliable experience in past performances (e.g., past customer service evaluations).

- a. The qualifications and expertise of the personnel proposed by the Offeror to perform the requirements of the RFP will be considered in the evaluation. Therefore, the Offeror should submit detailed information related to the expertise and qualification of the staff proposed. Please refer to Exhibit B.
- b. The Offeror should describe the nature of any existing strategic partnerships or alliances with other companies involved in survey database management services.
- c. The Offeror should provide at least two references from current clients and two references from former clients.
- d. The Offeror should explain if your company or an affiliate ever filed for bankruptcy.

(2) Proposed Method of Performance: Proposals will be evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP.

- a. The method by which the proposed method of performance is written is left to the discretion of the Offeror. However, please respond to all concerns.
- b. The Offeror should present a written narrative that demonstrates the method or manner in which the Offeror proposes to satisfy the requirements of the Scope of Work.
- c. The Offeror may also present a written narrative that demonstrates the method or manner in which the Offeror proposes to provide any Optional Services.

- (3) **Cost, Fees and Expenses:** The Offeror will present an itemized proposal of all services being offered, as described in Section (D) below.
2. **Historic Information:** MHTC reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, question and answer conferences, references, or other sources, in the evaluation process.
3. **Responsibility to Submit Information:** The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that MHTC's representative is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information may cause an adverse impact on the evaluation of the Offeror's proposal.

(D) PRICING

1. **Fee Schedule:** The Offeror must submit a proposed fee for all services defined in the Scope of Work. This fee must be shown on Section (5), Price Page, of this proposal, which must be completed, signed and returned with the Offeror's proposal.

Offeror will provide an itemized cost for inclusion of each of the department's salary data sources (listed under the Background section above) and associated costs to load data from each source, implementation and start-up costs, and the annual subscription cost of the application.

**SECTION (5):
PRICE PAGE**

- (A) **FEE SCHEDULE:** The Offeror shall indicate below all fees for providing services in accordance with the provisions and requirements stated herein:

Any applicable cap on out-of-pocket expense also should be noted.

A. \$ _____

B. \$ _____

C. \$ _____

- (B) **EXPENSES:** List the nature of expenses for which reimbursement would be sought and the estimated amount of such expenses.

Expenses	Estimated Amount
Miscellaneous (list-attach additional sheet if needed)	
Total	

Signature

Title

Date

EXHIBIT A

(Duplicate this page if necessary)

FIRM'S PRIOR EXPERIENCE

PRIOR SERVICES PERFORMED FOR:

Address _____

City _____ State _____ Zip _____

Person familiar with Performance _____

Title _____ Telephone _____

Description of Prior Services Performed:

Contract Period: From: _____ To: _____

Summary of Services Performed:

PRIOR SERVICES PERFORMED FOR:

Address _____

City _____ State _____ Zip _____

Person familiar with Performance _____

Title _____ Telephone _____

Description of Prior Services Performed:

Contract Period: From: _____ To: _____

Summary of Services Performed:

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

On the _____ day of _____, 20____, before me appeared _____,
Affiant name
personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed
to this affidavit, who being by me duly sworn, stated as follows:

- I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

- I, the Affiant, am the _____ of _____, and I am duly
title business name
authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

- I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

- I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

- I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

- I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-written.
city (or county) state

Notary Public

My commission expires:

[documentation of enrollment/participation in a federal work authorization program attached]